

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 062652

**MEMORANDUM OF UNDERSTANDING**

**FOR ACADEMIC COLLABORATION**

This Memorandum of Understanding ("MoU") is made and executed on 20<sup>th</sup> day of May, 2022 at Jaipauri.

**BETWEEN**

**CYBER SECURITY CENTRE OF EXCELLENCE, WEST BENGAL** (hereinafter referred as **CS-CoE**), incorporated in 2016 under aegis of Department of Information Technology & Electronics, Government of West Bengal, Kolkata to prepare the state for effectively dealing with cyber offences/incidents. CS-CoE is an apex institution for addressing all cyber security related issues including mass awareness creation in the state regarding the threats associated with IT infrastructure and cyber space. CS-CoE in the State of West Bengal is located in the Ground floor of Webel Bhaban, Block: EP & GP, Sector V, Bidhannagar, Salt Lake, Kolkata-700 091. **CS-CoE**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, officials, members, successors and assignees as **party of the First Part**.

**AND**

**JALPAIGURI GOVERNMENT ENGINEERING COLLEGE (JGEC)**, a State Government Engineering College having autonomous status under Section 12A by UGC, affiliated to MAULANA ABUL KALAM AZAD UNIVERSITY OF TECHNOLOGY, WEST BENGAL, located at Jalpaiguri, West Bengal India and imparting technical education since 1961, hereinafter referred as **JGEC**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors and assigns as **party of the Second Part**.

**RECOGNIZING** their mutual interest in research, development, education and technology transfer & awareness generation on a non-commercial basis, and also

**RECOGNIZING** the global nature of today's Cyber Security, Computer Security and Network Security & related problems, and the need to address them through cooperation,

**WHEREAS**, CS-CoE has been providing Awareness Generation & Capacity Building, Cyber Security Assurance, Security Operation Center (SOC), Cyber Forensic & Investigation and Research & Development, Advisory as well as skilling manpower needed for Education & Training in the above-mentioned areas.

**AND WHEREAS**, M/s WBEIDC Limited (Webel) acts as the State Level Nodal Agency (SLNA) and State Implementing Agency (SIA) for CS-CoE while all activities of the CS-CoE are undertaken by Webel towards fruition.

**AND WHEREAS** JGEC has been engaged in delivering education, training as 5<sup>th</sup> oldest technical education institution and second oldest engineering college of West Bengal since 1961 and produced many talented engineers and scholars till date.

**NOW THEREFORE, BOTH PARTIES DO HEREBY** agree to encourage collaboration according to the terms and conditions set forth in the following articles.

#### **Article 1: Fields of Collaboration**

CSCoE and JGEC may collaborate primarily for the R&D activities in the Cyber Security & related area and also may also collaborate mutually agreeable field of research, education, awareness generation in the State of WB and other States.

#### **Article 2: Research and Development projects**

2.1 Interested faculty/officials of either organization may initiate joint research projects. Subject to available funding, the Parties will encourage research centers of their respective institutions to initiate and conduct collaborative projects consistent with the other terms and specifications of this agreement. Such joint



research projects are to be the subject of definitive project agreements specific to each project and separate from this MOU.

2.2 The financial arrangement relating to each joint research project will be in accordance with the specific agreement covering each project.

**Article 3: Intellectual Property, Inventions and Innovations**

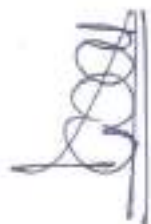
The terms with respect to title to and exploitation of intellectual property (including trademarks and service marks, copyrights, patents designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific research project agreements referred to in Article-2 and broadly governed by the IPR policy of both organizations. Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All Intellectual Property solely conceived and/or developed by CSCoE during the course of this Agreement shall be owned by CSCoE. All Intellectual Property solely conceived and/or developed by JGEC during the course of this Agreement shall be owned by JGEC. Intellectual Property jointly conceived and/or developed by CSCoE and JGEC will be jointly owned by CSCoE and JGEC.

For purposes of this Agreement, the term "Intellectual Property" shall mean any and all works and property including, but not limited to, all intellectual properties, ideas, inventions, concepts, products, improvements, innovations, discoveries, developments, methods, formulas, techniques, software, know-how and writings made, conceived, reduced to practice, developed, written, or prepared by a party, whether or not patentable or copyrightable and whether made solely by that party or jointly with other third parties. CSCoE and JGEC agree to collaborate towards the protection, if appropriate, and application of such Intellectual Property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

**Article 4: Administration and General Provisions**

4.1 This MoU shall have an initial duration of five years from the date of signature, unless either party gives a six-month notice of termination. This MoU may be extended further, in five-year increments, by mutual written agreement

4.2 Despite the statements and obligations expressed herein, this MoU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the



necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.

**Article 5: Financial Aspects**

5.1 No financial commitment from any party will be assumed unless a formal approval/ acceptance to that effect for the works/ services has been accorded through signed documents by CSCoE and JGEC prior to starting of R&D activity or any mutually agreeable activities. With regards to payment West Bengal Electronics Industry Development Corporation Limited (WEBEL) or any other Government Organization as decided by the Dept. of IT & E, Govt. of WB or Authority concerned time to time will make payment on behalf of CS-CoE.

**Article 6: Confidentiality and Non-Disclosure**

6.1 Any software/hardware material, product specifications, designs, financials, information, documents shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it. The material shall be treated as confidential for a minimum period of two years.

6.2. Exclusions to Confidential Information: The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- i. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the Receiving Party
- ii. If the information is disclosed by the Receiving Party with the Disclosing Party's prior written permission and approval;
- iii. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential information only to the extent that is legally required of it and no further.

6.3. Obligation to Maintain Confidentiality:

- i. Both the Parties agree to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this MoU.
- ii. Confidential Information is and will remain the sole and exclusive property of the Disclosing Party and will not be disclosed or revealed by the Receiving Party, except (i) to other employees of the Receiving



- Party who have a need to know such information and agree to be bound by the terms of this MoU or (ii) with the Disclosing Party's express prior written consent.
- iii. Upon termination of this MoU, Receiving Party will ensure that all Confidential Information including all documents, memoranda, notes and other writings or electronic records prepared by the Receiving Party and its employees for this engagement are returned to the Disclosing Party.
  - iv. Either Party shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this MoU pursuant to extant norms. The onus to prove that the exclusion is applicable is on the Receiving Party.

#### **Article 7. Notices**

7.1. All notices given under this MoU must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or email. Parties may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of four (4) days after mailing.

From the date of signing of this MoU comes to an end after expiry of five years and it may be extended after expiry of said five years on mutual discussion between the parties.

#### **For CSCoE:**

Cyber Security Centre of Excellence  
Webel Bhavan, Ground Floor  
Block - EP & GP, Sector - V  
Bidhannagar, Salt Lake, Kolkata - 700 091  
Phone No.: 033 2357- 5218

#### **For JGEC:**

**Jalpaiguri Government Engineering College**  
Jalpaiguri, West Bengal

#### **Article 8: Communications**

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties



concerned, and E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents. Any notice or other information required under this MoU to be given by either party to the other party shall be addressed to

<b>Single Point of Contact &amp; OSD for JGEC, Jalpaiguri</b>	<b>Single Point of Contact &amp; OSD for CS-COE, Kolkata</b>
<b>Name:</b> Prof. Chinmoy Ghosh	<b>Name:</b> Kausik Halder
<b>Designation:</b> Assistant Professor, Dept. of CSE, JGEC	<b>Designation:</b> Assistant Manager, WBEIDC
<b>Address:</b> Jalpaiguri Government Engineering College, Jalpaiguri, West Bengal Phone No: 03561255131	<b>Address:</b> Cyber Security Centre of Excellence Webel Bhavan, Ground Floor Block - EP & GP, Sector - V Bidhannagar, Salt Lake, Kolkata - 700 091 Phone No.: 033 2357- 5218

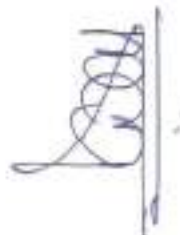
**Article 9: Disputes**

9.1. Amicable Settlement: This MoU is based on the immediate benefits and on developing and enduring relationships serving and safeguarding the commercial interests as well as the standing of the parties. Hence, the Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Memorandum of Understanding or interpretation thereof

9.2 Governing law and Jurisdiction: The laws of India shall govern this agreement. The Courts in Kolkata shall only have jurisdiction to try, entertain and decide the litigation arising out of the MoU, which is not covered within the ambit of Arbitration.

**Article 10: Force Majeure**

Neither party to this MoU shall be liable to the other party for any delay or failure on its part in performing any of its obligations under this MoU resulting from any cause beyond its reasonable control, including but not limiting to strikes, riots, civil commotion, or other concerted actions of Workmen, material shortages, fire, floods, expositions, acts of God, acts of state, war, enemy action or terrorist action, pandemic, epidemic, court orders in rem etc., provided that the occurrence and cessation of any such events the party affected thereby shall give a notice to




other party in writing within 15 days of such occurrence or cessation. If conditions continue beyond 3 months, the parties shall then mutually decide about the future course of action.

**Article 11: Assignment and Transfer**

Any and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

**Article 12: Non Waiver**

The failure or neglect by either of the Parties to enforce any of the terms of this MOU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

**Article 13: Severability**

The invalidity or unenforceability of any provision of this MoU shall not affect the validity or enforceability of any other provision of this MoU that shall continue in full force and effect except for any such invalid and unenforceable provision.

**Article 14: Modification**

No modification to this MoU, will be effective unless agreed to in writing by both Parties and duly signed by the authorized signatories of the Parties.

**Article 15: Limitation of Liability**

Both the parties shall not be liable to the other party for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MoU, regardless of the cause of action, even if the party has been advised of the likelihood of damages.

**Article 16: No Partnership**

Nothing in this MoU shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

**Article 17: Headings**

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.



**Article 18: Entire Agreement**

This MoU constitutes the entire Understanding between the parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by terms of this MoU.

**Article 19: Agreement copies**

This Agreement is made out in 2 (two) original copies, one for each of the Parties. All original copies hereof are identical and legally equal.

**IN WITNESS WHERE OF THE PARTIES HAVE** caused their authorized representatives to SET FORTH THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR AS FIRST ABOVE WRITTEN

For JGEC

Signature: \_\_\_\_\_

Name: Professor(Dr) Amitava Ray

Designation: Principal, Jaipaiguri  
Government Engineering College

Date: \_\_\_\_\_

For CS-COE

Signature: \_\_\_\_\_

Name: SANJAY KUMAR DAS

Designation: Member Secretary CS-CoE  
and Joint Secretary, DoIT&E

Date: 20/02/2022

**WITNESS**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

*Dr. G. B. BHARATI*  
Professor in CE

*CHINMOY SIKDHA*  
Asst Prof. CSE, JGEC.

*KAUSIK HALDAR*  
Assistant Manager